

EXHIBIT "C"

SUPPLEMENTAL TERMS AND CONDITIONS

Pre-Construction Conference – A representative of Hi-Tech EVS shall attend a pre-construction meeting at a City location, following notice of contract award. Location, date, time and agenda shall be determined at a later date. At this meeting, all details of construction will be reviewed. Following the meeting, a final approval drawing and revised shop order will be prepared for approval signatures.

Mid and Final Inspection - A mid-inspection and final inspection will also be made at the manufacturer's facility with the manufacturer's representative present. These inspections will be to check quality and specification compliance and the completed unit will not be shipped until authorized by the City. All travel costs for the mid and final inspections for City of Sunnyvale employees will be paid for by the City.

Line Drawings – Hi-Tech EVS shall submit production line drawings to City's Fleet Manager prior to apparatus construction. City shall approve all layouts prior to construction.

Blueprints shall be "D" size blueprints, 24" x 36" in size; and scale shall be 1/16" to 1". The following line drawing shall be provided:

Sheet No. 1: Left side exterior view
 Left side interior view of compartment layout
 Right side exterior view
 Right side interior view of compartment layout
 Rear exterior view
 Front exterior view

Wiring Diagram – "As built" wiring diagrams shall be provided to the City's Fleet Manager within 30 days of delivery.

Testing Prior to Delivery - Prior to delivery, a road test shall be conducted with the apparatus fully loaded and a continuous run of not less than ten miles. During that time, the apparatus shall show no loss of power nor shall it overheat. The transmission drive shaft or shafts and the axles shall run quietly and shall be free of abnormal vibration or noise. The apparatus shall meet NFPA 1901 acceleration and braking requirements. The apparatus, when fully loaded, shall not have less than 25% nor more than 50% on the front axle and not less than 50% nor more than 75% on the rear axle.

Delivery - Apparatus shall be delivered to the Sunnyvale Fleet Manager, 221 Commercial, Sunnyvale, California, with at least one (1) week's advance notice to City. Delivery of equipment must occur within 340 calendar days after receipt of a purchase order by the successful bidder. The delivery shall be FOB destination.

Delivery shall be performed by a delivery engineer employed by the body manufacturer or dealer; no exceptions. The delivery engineer shall be factory-trained, completely familiar with the apparatus, and capable of conducting informative classes on the operation of the apparatus, including the engine, running gear, and transmission as well as the handling of the equipment and all controls. The delivery engineer shall remain in the community long enough to train City personnel and make normal adjustments to apparatus. All expenses incurred by the delivery engineer shall be the responsibility of the manufacturer.

Title to equipment shall not pass to the City until the unit has been delivered to the designated location and has been inspected and accepted by the Fleet Manager.

MANUALS AND WARRANTY FORMS/DOCUMENTATION

Items to be delivered with the apparatus include, but are not limited to:

1. Two (2) operator's manuals
2. Allison service manual for the Allison 4000EVSPR with Retarder transmission
3. Allison operation manual for the Allison 4000EVSPR Wiring diagram
4. Steering gear service and parts
5. Air brake service manual
6. Manufacturer's record of construction details
7. Warranty forms for body
8. Warranty forms for all major components
9. Warranty instructions and format to be used in compliance to warranty obligations
10. Line drawings of final body and compartment fabrication
11. Warning notices and safety related section for personnel Protection
12. One copy of the engine manufacturer's certified brake

Training of City Staff - The delivery engineer shall conduct the following training for City staff at a City location in conjunction with apparatus delivery:

- A class for fire service personnel in the operation of the apparatus; minimum of four (4) hours in length.
- A class for service personnel in every aspect of the maintenance and repair of the apparatus; minimum of eight (8) hours in length.

Training schedule shall be coordinated through City's Fleet Manager.

Acceptance - Upon delivery, City shall have the right to inspect the apparatus to ascertain that all requirements of these specifications have been fully complied with and that the equipment is proper and complete in every respect and in perfect working order. City may elect to duplicate some or all of the testing requirements stated above.

In the event that the apparatus fails to pass any on-site tests conducted by City, manufacturer, at its own expense, shall make such repairs, adjustments or replacements necessary for the apparatus to pass testing requirements; and second tests may be arranged within thirty (30) days following first test failure. The results of such subsequent tests shall be final and conclusive; and failure to meet City requirements shall be cause for rejection of the apparatus. City storage during the testing and re-testing

period shall not constitute acceptance of the apparatus.

Furthermore, in the event of rejection by the City of any of the equipment or accessories furnished under this contract for any reason, manufacturer shall, at its own expense, make such repairs, adjustments or replacements considered by City to be necessary for the apparatus to conform to City requirements within thirty (30) days. Failure to do so may be cause for rejection of the apparatus. City storage of the apparatus during this thirty (30) day period shall not constitute acceptance of the apparatus.

Service and Replacement Parts - The original manufacturer shall be in a position to render prompt service and furnish replacement parts for a period not less than ten (10) years after the apparatus are placed into service. The manufacturer shall provide service and parts availability twenty-four (24) hours per day; seven (7) days per week via a franchised dealer employing certified truck and apparatus component service technicians.

The manufacturer shall provide a Customer Assistance Center staffed twenty-four (24) hours, each day of the year by knowledgeable technicians who can provide service assistance by telephone and/or facsimile as well as locate the nearest available technician to provide specific apparatus component repairs, whenever necessary.

Single-Source Warranty - Warranty provided under this contract shall be "single-source" warranty. The City's definition of "single-source" warranty with regard to this contract is that Hi-Tech EVS is solely responsible for responding, coordinating, resolving and/or performing warranty repairs. Referral to another manufacturer's chassis, powertrain, and other component warranties is not acceptable during duration of "single-source" warranty.

The cab, chassis, and all features and options, exclusive of maintenance items, shall be warranted against defective materials and workmanship by the chassis manufacturer for five (5) years or 150,000 miles/240,000 kilometers, from the in-service date.

All warranty coverages shall include parts and labor required only by the manufacturer's authorized repair facility to perform the repairs as directed by the manufacturer and at the location necessary to properly perform the repairs as determined by the manufacturer.

The cab HVAC system warranty shall be extended to five (5) years or 150,000 miles/240,000 kilometers and shall cover defects in material and workmanship (recharging of coolant due to loose fittings is expressly non-warrantable).

The Detroit Diesel engine shall be covered by a 5-year/100,000 miles warranty which includes the internal components of the Detroit Diesel engine. Repairs must be conducted by an authorized Detroit Diesel distributor or authorized sales and service facility.

The starter motor, starter solenoid and the alternator and its mounting brackets shall be warranted for a period of five (5) years or 150,000 miles/240,000 kilometers.

The generator shall have a warranty of five (5) years from the in-service date.

The Allison 4000EVSPR with Retarder, six (6) speed automatic transmission shall be covered by a 5-year/unlimited distance warranty which includes the internal components of the Allison transmission. Repairs must be conducted by an authorized Allison distributor or authorized sales and service facility.

A steering warranty shall be provided and shall cover the steering gear box and power steering pump for a period of five (5) years or 150,000 miles/240,000 kilometers.

An engine cooling system warranty shall be provided and shall cover defects in material and workmanship for a period of five (5) years or 150,000 miles/240,000 kilometers.

A five (5) year parts and labor warranty shall be provided on the drive axle(s) (differential assemblies, axle shafts and axle housings) and for the steering axle (beam, spindles, kingpins and kingpin bearings and steering arm).

The steel springs, spring hanger brackets, axle-mounting brackets, U-bolts, shackles/pins and torque rods (less bushings) shall be warranted for a period of five (5) years or 150,000 miles/240,000 kilometers.

A lifetime warranty shall be provided for chassis frame rails in the event of breaking or cracking. Any modification to the rail or body application must receive written permission from the builder before it is performed to validate warranty.

A 5-year warranty shall be provided for all cross-members, including gussets, in the event of breaking or cracking.

A 10-year warranty shall be provided for the cab structural components and sheet metal panels, including doors.

A 10-year or 100,000 mile warranty shall be provided for cab perforation due to corrosion from within. It shall exclude surface rust caused by chips or scratches in the paint.

A 5-year warranty shall be provided for all apparatus manufacturer-branded components, including electric horns, strobe lights, contour lightbar, 100-watt siren and speaker(s) (except consumable parts) and electric load management system.

The body shall have a 5-year unlimited distance warranty, provided upon delivery and acceptance. Unless excluded elsewhere in the warranty or described as having longer time and distance limitations, the following components of the body shall be covered under the basic body warranty:

- Body emergency lighting and controls, including rotators, strobe tubes and strobe power supplies, directional light bars and other visual warning devices installed at time of build.
- Roll-up compartment doors, including shutters (slats), switches, tracks and latches.
- Body trim, including fenders, rub rails, and grab handles.
- Body lighting and controls, including marker lights, scene lights, ground and panel lights, stop and taillights.
- Body electrical systems, including wiring, circuit breakers and distribution panel(s).

The body shall be warranted for ten (10) years to be free of cracks resulting from stress and rust through of the component panels. Warranty shall not apply to stress cracks or rust through resulting from misuse, accidents, or alterations.

The apparatus paint coatings shall be warranted by the apparatus manufacturer (not a third party paint manufacturer) for a period of seven (7) years from delivery and acceptance of the complete apparatus. The warranty shall include adhesion, peeling, delamination, cracking, clouding, or loss of gloss and shall exclude paint chipping and surface fracturing caused by an object striking the paint surfaces.

Hi-Tech EVS shall be responsible for all deficiencies noted in apparatus until apparatus is accepted by City's Fleet Manager. Warranty period shall begin on the day that the apparatus are placed into City service.

All warranty documents submitted to City shall be signed by an officer of the dealership representing the manufacturer of the apparatus.

Except for extended warranty items, the City shall not be held liable for any costs associated with warranty work. Any original warranty that exceeds the periods specified shall prevail.

A service and warranty location approved by the manufacturer shall be maintained within 150 miles of the City of Sunnyvale throughout all of the apparatus warranty periods, including duration of "single-source" warranty and duration of post single-source warranties offered by various manufacturers.

The "in service weight, defined to be the gross weight of the apparatus, with a full tank of fuel, personnel loading and equipment loading must be within acceptable limits. Chassis manufacturer shall furnish certification of GVWR and GAWR on a nameplate affixed to the vehicle. Apparatus must conform to all Federal, State, and local gross vehicle weight limits in effect at the time of delivery.

Engine Installation Certification – Hi-Tech EVS shall submit a document verifying Detroit Diesel Corporation's approval of the completed engine installation at time of delivery.

Safety Emission Requirements – All equipment under this purchase order must operate in compliance with all applicable federal and state safety standards (OSHA, CALOSHA); all applicable engine emission standards (CARB, EPA); and with the City of Sunnyvale Municipal Code Section 19.24.020 regarding noise.

Amp Draw Report - An itemized printout of the expected amp draw of the entire apparatus' electrical system shall be submitted at the pre-construction conference. The purpose of this printout is to verify that the alternator capacity requested is adequate for the electrical system. The report shall list the amp draw when the apparatus is in the "responding" and "on scene" modes.